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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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John S. Erickson

1509-215

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11/17/2006

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EXAMINER

BACKER, FIRMIN

ART UNIT

PAPER NUMBER

3621

DATE MAILED: 11/17/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/941,568

Applicant(s)

ERICKSON, JOHN

Examiner

FIRMIN BACKER

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 21 August 2006.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-18 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-18 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. In view of the appeal brief filed on August 21st, 2006, prosecution is not reopened.

Response to Arguments

2. Applicant's arguments with respect to claim 1-18 have been considered but are moot in view of the new ground(s) of rejection.

Claim Rejections - 35 USC § 102

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

4. Claims 1-16 are rejected under 35 U.S.C. 102(e) as being anticipated by Ginter et al (U.S. PG Pub No 20060224903).

5. As per claim 1, Ginter et al teach Apparatus for determining a right or obligation of a contra~ or agreement at any point in time, comprising means for creating a state machine representative of the contract or at least some terms of the contract or agreement being

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represented as a state variable of the state machine, means for storing the state machine, the state machine having a status, means for (a) causing the state machine to receive data representative of performance of at least one of the parties of one or more vents relevant to the contract or agreement, (b) determining whether the event changes the status of the state machine, (c) changing the status of the state machine required by the ion, and (d) determining the right or obligation in response to the received data and the status of the state machine (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

6. As per claim 2, Ginter et al teach Apparatus comprising means for storing a plurality of state machines, each representative of a respective contract or agreement, the output of each the contract or agreement being determinable concurrently as required (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

7. As per claim 3, Ginter et al teach Apparatus wherein the computer language used to realise the apparatus is an object-orientated computer language, such that the output of a contract state machine object are assertions that the object makes to other objects or systems (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

8. As per claim 4, Ginter et al teach Apparatus including software components or systems which receive the output assertions of the virtual contract, and determine and implement the "wishes" or "intentions" of the contracts, as required (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

9. As per claim 5, Ginter et al teach Apparatus comprising a kernel including means for storing a plurality of contract or agreements in the form of state machines, means for receiving information regarding events relevant to one or more of the contracts or agreements, and means for changing the state of one or more of the state machines as required according to the event (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

10. As per claim 6, Ginter et al teach Apparatus comprising an event queue which accommodates "external" and "internal" events (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

11. As per claim 7, Ginter et al teach Apparatus wherein if the state of a contract or agreement is not changed for a predetermined period of time, the contract is persisted to storage means to await the occurrence of one or more events which effect its behaviour or output (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

12. As per claim 8, Ginter et al teach Apparatus wherein upon initialization, virtual contracts are registered with a virtual contract manager such that they can subscribe to events that affect their behaviour to output at any given time (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

13. As per claim 9, Ginter et al teach A method of determining an output of a contract or agreement at any point in time as required, the method comprising the steps of creating a state machine representative of the contract or agreement, at least some of the clauses and/or conditions of the contract or agreement being represented by a respective state variable of the state machine, storing the state machine, receiving data representative of one or more events relevant to the contract or agreement, determining whether the event results in a change of state of the state machine and changing the status of the state machine accordingly, determining the state of the state machine at a point in time as required, and determining the output of the contract or agreement accordingly (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

14. As per claim 10, Ginter et al teach Apparatus for storing electronically a plurality of contracts or agreements each having a plurality of possible outputs dependent upon the occurrence (or otherwise) of one or more events, means for receiving the information relating to one or more events relevant to one or more of the contracts or agreements and means for determining the output of one or more of the contracts in response to the occurrence (or otherwise) of the one or more events (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

15. As per claim 11, Ginter et al teach a method for determining a right or obligation of an agreement, comprising means for creating a model representing the agreement and having an output state, the model including at least one state variable for representing a term of the agreement; means for storing the model; and means for (a) receiving data relevant to a term of the agreement and relating to a corresponding state variable of the model, the data being

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representative of performance of at least one of the parties of one or more events relevant to the contract or agreement, Co) entering the data into the model, (c) establishing a consequent output state of the model, and (d) determining the right or obligation in response to the consequent output state of the model (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

16. As per claim 12, Ginter et al teach a method of determining a right or obligation of a contract or agreement at any point in time, comprising representing at least some term as of the contract or agreement as a state machine of a contract the computer arrangement having a status determined by the state machine causing the computer arrangement to receive data representative of performance of at least one of the parties of one or more elements relevant to the contract or agreement; determining whether the event changes the status of the computer arrangement; determining the status of the computer arrangement if required by the determination, and determining the right or obligation in response to the received data and the status of the contract arrangement (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

17. As per claim 13, Ginter et al teach a computer readable medium or storage device storing a program for causing a computer arrangement to determine a right or obligation of a contract or agreement at any point in time, the computer arrangement storing at least some of the contract or agreement as a state variable, the computer arrangement having a status determined by the state variable, the program causing the computer arrangement to receive data representative of performance of at least one of the parties of one or more elements relevant to the contract or whether the event changes the states of the computer arrangement change the

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status of the computer arrangement if required by the determination; and determine the right or obligation in response to the received data and the status of the computer arrangement (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*),

18. As per claim 14, Ginter et al teach a computer arrangement for determining a right or obligation of a contract or agreement at any point in time, the computer arrangement being arranged for executing the steps representing at least some terms of the contract or agreement as a state variable, the computer arrangement having a status determined by the state variable; causing the computer arrangement to receive data representative of performance of at least one of the parties of one or more elements relevant to the contract or agreement; determining whether the event changes the status of the computer arrangement; changing the status of the computer arrangement if required by the determination; and right or obligation in response to the received data and the status of the computer arrangement (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

19. As per claim 15, Ginter et al teach an apparatus wherein the status is determined by the state variable (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

20. As per claim 16, Ginter et al teach an apparatus wherein the contract or agreement is in force (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

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21. As per claim 17, Ginter et al teach a method wherein the status is determined by the state variable (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

22. As per claim 18, Ginter et al teach a method wherein the contract or agreement is in force (*see pps 0013, 0027, 0047, 0069, 0084, 0092, 0159, 0160*).

Conclusion

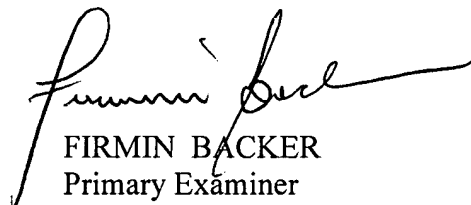
23. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. (*see form 892*).

Any inquiry concerning this communication or earlier communications from the examiner should be directed to FIRMIN BACKER whose telephone number is 571-272-6703. The examiner can normally be reached on Monday - Thursday 9:00 AM - 5:00 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Andrew J. Fischer can be reached on (571) 272-6779. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.



FIRMIN BACKER
Primary Examiner
Art Unit 3621

November 13, 2006